

# AGREEMENT

Between

THE BOROUGH OF JAMESBURG

--And--

SERVICE, PRODUCTION, MERCHANDISING,  
WHOLESALE, DISTRIBUTION,  
CLERICAL & HEALTH RELATED SERVICES,  
AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES UNION,  
LOCAL 210, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
AFL-CIO, CLC

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JANUARY 1, 2002 – DECEMBER 31, 2005

# AGREEMENT

AGREEMENT made this 1st Day of January, 2002, by and between SERVICE, PRODUCTION, MERCHANDISING, WHOLESALE, DISTRIBUTION, CLERICAL & HEALTH RELATED SERVICES, AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES UNION, LOCAL 210, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, CLC, or its successors with its principal place of business at 345 West 44th Street, New York, New York 10036 (hereinafter called the "UNION")

--- and ---

## THE BOROUGH OF JAMESBURG

having its principal place of business at 131 Perrineville Road, Jamesburg, New Jersey 08831 (hereinafter called the "EMPLOYER").

### WITNESSETH:

In consideration of the mutual covenants, provisions and conditions of this agreement, and other good and valuable considerations, the parties hereto agree as follows:

#### ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all its employees, excluding office employees, executives, guards, police, dispatchers, watchmen and supervisors, as defined in the Labor Management Relations Act, as amended.

#### ARTICLE 2 - SUCCESSORS AND ASSIGNS

This agreement shall apply to the establishments now or hereafter owned, maintained, operated and/or controlled by the Employer, his successors and assigns.

#### ARTICLE 3 - CONDITIONS OF EMPLOYMENT

All newly hired employees shall be deemed for the first sixty (60) days of employment, to be on a trial basis and said employees may be dismissed during said trial period at the option of the employer, without recourse to appeal. The Employer may extend said trial period for an additional thirty (30) days.

#### ARTICLE 4 - DEDUCTIONS

- a. Deductions shall be made for membership dues and initiation fees to the Union, from the

first paycheck of the employee, after completion of trial period and upon receipt by the union and the employer of the individual's written authorization and monthly thereafter from the first paycheck of the employee in each month. The written authorization shall not be irrevocable for a period of more than one (1) year, or upon the termination date of the applicable collective agreement, whichever occurs sooner.

b. The deductions shall be remitted to the Union not later than the tenth (10) day of the current month.

c. The Employer shall furnish the Union, monthly, with a record of those for whom deductions have been made and the amounts thereof.

d. Any monies deducted from the employees are to remain the property of the Union and in no event shall the Employer be permitted to use said monies for any purpose.

#### ARTICLE 5 – SENIORITY

Seniority shall be applied in cases of layoffs, rehiring and vacation. Seniority shall be determined based on length of service and ability to perform the work. Union Shop Stewards shall enjoy top seniority in regard to layoffs and rehiring.

#### ARTICLE 6 – HOURS OF WORK

a. The normal workweek of the employees covered by this agreement shall be forty (40) hours, consisting of five consecutive eight (8) hour days. All time in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of time and one-half.

b. Any employee, if required to leave the job, due to any injury, before his regular quitting time, shall be paid in full for that day. Work hours shall be from 7:00 a.m. to 3:00 p.m.

c. The employee under this agreement shall be expected to be available to work a reasonable amount of overtime. Efforts will be made to keep overtime equal among employees. On those occasions when overtime is necessary, the Public Works Chairman or his designee shall determine the number of persons required as well as the amount of overtime required from each person selected. Bargaining unit work shall be done traditionally by union members. There shall be no sub-contracting of bargaining unit work with the exception of landscaping.

d. Any employee not properly notified of overtime available shall not be subject to disciplinary action by the Employer.

#### ARTICLE 7 – CALL-IN TIME

If any employee reporting for the usual day's work, is for any reason whatsoever prevented from working or laid off without having received previous notice, no later than quitting time of the

previous work day by the employer, the employee shall receive his pay for four (4) hours in accordance with the employee's weekly earnings.

#### ARTICLE 8 – REST PERIOD

All employees of the Employer shall receive a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon on the Employer's time.

##### Morning

9:30 – 9:45

##### Afternoon

1:30 – 1:45

#### ARTICLE 9 – WAGE SCHEDULE

- a. Effective January 1, 2002, all employees shall receive a four percent (4%) wage increase.
- b. Effective January 1, 2003, all employees shall receive a four percent (4%) wage increase.
- c. Effective January 1, 2004, all employees shall receive a four percent (4%) wage increase.
- d. Effective January 1, 2005, all employees shall receive a four percent (4%) wage increase.
- e. If the employer finds the necessity to subcontract work and overtime is performed, then the employees covered by this contract shall receive first preference and they shall be paid the amount of monies the subcontractor pays his employees. This provision will not pertain to emergency situations as determined by the Chairman of Public Works.
- f. With regard to a new hire on the road department his pay shall start at \$8.00 per hour and raised 50¢ upon successful completion of the probationary period. Upon completion of six months of employment, his wages shall be increased to \$11.00 per hour.
- g. Longevity or Step Program - Employees shall receive the following increases based upon years of service with The Borough of Jamesburg:

After 6 years	-	\$2,000.00 salary increase.
After 10 years	-	\$2,000.00 salary increase
After 15 years	-	\$2,000.00 salary increase

The above increases shall be calculated on a weekly basis and added to the salary of the respective employee upon reaching the seniority level specified above. For the purposes of this provision, the employee must reach the respective anniversary date prior to January of the step increase year.

## ARTICLE 10 – NO REDUCTION OF BENEFITS

There shall be no reduction of wages through the signing of this agreement. Any terms and conditions of employment prior to the signing of this contract are null and void as a result of signing this contract.

## ARTICLE 11 – WAIVER OR MODIFICATIONS

Neither the Employer nor the employee nor group of employees shall have the right to waive or modify the wage schedule of this agreement, or any provision in this agreement, without the written authorization of the Union.

## ARTICLE 12 – HOLIDAYS

a. All employees shall receive a full day's pay for holidays and shall not be required to work said holidays, except when called in on an emergency by the Chairman of Public Works or the Mayor. Paid holidays are as follows:

New Year's Day	Martin L. King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day

b. If an employee is required to work during his regularly scheduled hours on a holiday listed herein, he shall receive wages in the amount of time and one-half. Time worked on a holiday other than regularly scheduled hours shall be paid at the rate of double time and one-half. In lieu of double time and one-half, he may choose to receive time and one-half and compensatory time.

c. During such week if a holiday occurs, overtime shall commence after thirty-two (32) hours of work in that week.

d. There shall be no compulsion on any employee to work on any of the aforementioned holidays, unless an emergency (defined as immediate or imminent threat involving public health and safety arises).

e. Any employee, who is laid off seven (7) days prior to any holiday, shall be paid his wages for the holiday or holidays.

## ARTICLE 13 – PERSONAL DAYS

Each employee shall be entitled to three (3) personal days to include one (1) emergency personal day on immediate notice and two (2) personal days with a two (2)-hour notice to the Chairman of Public Works and Business Administrator via voice mail. Personal days are not carried over into the next year.

## ARTICLE 14 – VACATIONS

The employees covered by this agreement shall receive a vacation with full pay in advance, provided the payroll clerk has been given a two (2)-week written notice.

- a. Vacation time shall accumulate according to the following:

1 year of employment	-	10 days
2 – 11 years of employment	-	1 additional day per year

Maximum number of possible vacation days shall be 23.

b. Holidays shall not count as vacation days. In the event an employee takes a vacation during a week in which a holiday occurs, that day shall not be counted as a vacation day.

c. Employees who lose time due to any compensatory injury, illness or maternity, shall receive full pro rated vacation credits, provided they have worked six (6) months or more in any given year.

d. Request for vacation are to be submitted to the Chairman of Public Works and Business Administrator for approval no later than two (2) weeks prior to date requested and returned to employee within four (4) working days.

- e. No more than one (1) employee may be on vacation at any given time.

- f. One week vacation may be carried into the following year.

## ARTICLE 15 – DISCHARGE

No employee shall be discharged except for good and sufficient cause. The employer must give prompt written notice to the Union. The Union may question the discharge and submit the matter to arbitration in accordance with article 17, if in its opinion, such discharge is not justifiable.

## ARTICLE 16 – AUTHORITY OF SHOP STEWARD

The Company recognizes and will deal with the accredited Shop Stewards in all matters relating to grievances only. Stewards are not officers or agents of the Union. They shall be selected by the members of the respective shop. The authority of Shop Stewards shall be limited to, and shall not exceed the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.

Shop Stewards shall be allowed one day off each year to attend the Union's educational training program relative to the various funds and union functions.

#### ARTICLE 17 - GRIEVANCE - ARBITRATION PROCEDURE

All claims, disputes or grievances whatsoever of whatever kind or nature arising between the parties shall be adjusted by the Union and the Employer. If such disputes are not adjusted within five (5) days, then the matter shall be submitted for arbitration to an arbitrator mutually agreed on, failing which, then to the New Jersey State Public Employer Relation Commission for designation of the arbitrator. The decision of the arbitration shall be final and binding and the appropriate proceedings or judgment in any court of competent jurisdiction may enforce any award, decision or findings of the arbitrator. The cost of such arbitration shall be borne by the losing party.

#### ARTICLE 18 - STRIKE CLAUSE

a. The Union will not call or sanction any strike or concerted stoppage during the term of this agreement, except for (1) the Employer's failure to abide by the Arbitration Clause of this agreement, or (2) the Employer's failure to comply with any decision of any Board of Arbitration.

b. Should a strike or concerted stoppage of work by employees of the Employer other than those permitted by Section a. hereof occur during the term of this agreement, the Union, within forty-eight (48) hours after receipt of written notice from the Employer, shall be obliged to do the following things only:

1) Advise the Employer in writing that the strike or stoppage has not been called or sanctioned by the Union.

- 2) Post copies of the following notice on bulletin boards in the plant:

"We have been advised by the Employer that a strike (stoppage) has occurred in the plant. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately.

LOCAL 210, IBT

BY: \_\_\_\_\_

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE EMPLOYER AND THE UNION."

The obligation of the Union shall be limited to the performance of the acts required by paragraph b. of this agreement. The Union and its officers, agents and members shall have no further liability during the term of this contract or thereafter, for any damage suffered by the Employer arising from or out of any stoppage or strike. The Employer will not lock out any or all of its employees during the term of this agreement.

#### ARTICLE 24 - THE UNION AS THE PARTY AT INTEREST

a. The employees shall comply with the terms of this agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and the determination of grievances and disputes, and that it would detract from this relationship if individual employees, or groups of employees would, either as such individuals or groups, seek to interpret or enforce the contract on their own initiative or responsibility.

b. It is, therefore, agreed that this contract shall not vest or create in any employee or group of employees covered thereby, any rights or remedies which they or any of them can enforce either at law, equity or otherwise. It is being understood and agreed on the contrary, that all of the rights and privileges created or implied from this contract shall be enforceable only by the parties hereto and only in the manner established by the contract.

#### ARTICLE 20 - ENTRY INTO THE ARMED FORCES

a. Any employee of the Employer (including those now serving in the Armed Forces) who during the employment hereunder shall enter into the Armed Forces of the United States shall, upon the completion of his/her services therein be entitled to reinstatement on his job together with



all the accrued seniority rights, wage increases, and any other benefits that may have been granted during his absence. In determining the seniority of any employee returning to his employment after discharge from the armed forces, he shall be credited with the time spent in such service.

b. Such employee discharged from the Armed Forces must apply for his within sixty (60) days after being discharged from the Armed Forces unless it is beyond his control to do so.

c. Such employee shall receive, upon his entry in the Armed Forces two (2) weeks severance pay, if employed a minimum of five (5) years or more and three (3) weeks severance pay, if employed ten (10) years or more and his accrued vacation money as provided for in this agreement. Employees shall receive pay for the day of examination for induction into the service.

#### ARTICLE 21 – SANITARY AND SAFETY CONDITIONS

The Employer and employees shall keep its premises in a clean and sanitary condition, and protect the machinery. The Employer shall equip the premises with a medicine chest containing the necessary medicines and bandages for use in emergency cases, and carry insurance in the manner provided by the Worker's Compensation Law of the State of New Jersey. Employees shall not remove any safety devices and must wear all safety equipment provided. Employees agree to attend all safety classes provided by the employer or its agents.

#### ARTICLE 22 - BULLETIN BOARD

The Union shall have the right to post notices on a bulletin board which shall be provided by the Employer. Said bulletin board shall be posted in a conspicuous place.

#### ARTICLE 23 – NO DISCRIMINATION

It is agreed that no employee or applicant for employment shall be discriminated against by the Employer or the Union because of his membership in or activities on behalf of the Union or any other Union or the lack thereof, or because of race, color, creed, national origin, sex, age, physical disability, sexual preference or any characteristic protected by law.

#### ARTICLE 24 – SHOP VISITATION

Notification must be given 24 hours prior of intent to visit and if in the discretion of the Chairman of Public Works, work is being unduly disruptive the union representative may be asked to exit the premises.

#### ARTICLE 25 – SAVINGS CLAUSE

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State Law or Regulations. Should, however, any provision of this

agreement, at any time during the period provided for in said agreement, be in conflict with Federal or State Law or Regulations the parties agree to negotiate with respect to such provisions and said provisions shall continue in effect for the time being only to the extent permitted under such Federal or State Law or Regulations. In the event that any provision of this agreement is thus held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate further provisions for such part or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate such further provisions as hereinabove provided the matter shall be referred to arbitration pursuant to the terms of this agreement.

#### ARTICLE 26 – LOCAL 210 HEALTH & INSURANCE FUND

a. The Employer shall continue to pay the sum of \$360.00 to the LOCAL 210 HEALTH & INSURANCE FUND. Effective January 1, 2002, the Employer shall pay, monthly, after the first thirty (30) calendar days of employment, on or before the tenth (10th) day of each current month to LOCAL 210's HEALTH & INSURANCE FUND, the sum of \$400.00 per month, for each employee covered by this agreement. Effective January 1, 2003, the Employer shall pay the sum of \$440.00 per month per employee and effective January 1, 2004, the Employer shall pay the sum of \$460.00 per month per employee.

b. The contributions shall be used by the Trustees for the purpose of providing so much of the following benefits: life insurance or similar benefits, hospital, medical and surgical benefits for employees (and their dependents), as shall be determined from time to time by the Trustees without limitation of authority. The contributions are held and managed under the terms and provisions of an Agreement & Declaration of Trust, the original of which is on file in the office of said Fund and all amendments made thereto from time to time. The parties hereto hereby confirm and approve the composition and membership of the Board of Trustees of the Fund as now and hereafter constituted.

c. The Employer shall be liable and responsible and shall pay the full cost for the maintenance of such disability benefits program as may be required under the laws of the State for the employees employed by him.

d. The Employer shall furnish with each payment a statement showing the employees covered by this agreement and employed during the preceding month, and the wages paid to them and such other information as may be required by the Fund to guarantee its sound and efficient operation. The Employer shall furnish to the Fund, quarterly, if requested in writing, a certified copy of his Social Security Return to the United States Government and shall permit the Fund's Administrator, or his representative, during reasonable business hours, to audit his wage and related records. The Fund shall provide the Employer, annually, on written request, with a report of benefits paid.

e. It is understood and agreed that the Union with respect to its officers and employees and the Local 210 Health & Insurance Fund, Local 210's Pension Fund, Legal Fund, Scholarship and Education Fund, and Annuity Fund, with respect to their employees including professional and custodial persons retained by each Fund who constitute a class or classes acceptable to the Trustees as "employees" for whom they make similar contributions to the Fund, shall be deemed to be contributing Employers subject to the terms and conditions of the Fund's Trust Agreement.

f. In the event it becomes necessary for Local 210's Health & Insurance Fund and any of the aforementioned Funds, to take legal action to recover monies due under this Article, the Employer shall pay, in addition, a reasonable fee.

#### ARTICLE 27 - LOCAL 210'S SCHOLARSHIP & EDUCATION FUND

a. The Employer shall continue to pay to Local 210's Scholarship and Education Fund the sum of \$4.00 per month for each employee covered by this agreement.

b. The Employer shall be bound by and agrees to comply with all rules, regulations and decisions issued, made or promulgated by the Scholarship Fund. The parties confirm and approve the composition and membership of the Board of Trustees of the Scholarship Fund as now and hereafter constituted.

#### ARTICLE 28 - LOCAL 210'S ANNUITY FUND

a. The Employer shall contribute to the Local 210's Annuity Fund the sum of \$25.00 per week for each employee covered by this agreement.

b. Excused absences (as listed in the House Rules) as agreed between the Union and the Employer shall be considered as time worked as it applies to the Annuity Plan.

c. For new employees this contribution shall commence sixty (60) days after their date of hire. The Employer will submit the contributions to the Union with a checklist no later than the tenth (10<sup>th</sup>) day of each following month.

d. Contributions shall be made in such a manner as determined by the Trustees.

#### ARTICLE 29 - SICK LEAVE

a. Sick leave covers absence from work because of illness, accident, or exposure to contagious disease.

b. All covered employees are entitled to twelve (12) excused absences per year due to illness. Sick leave may accumulate to a maximum of thirty-five (35) days. If an employee is absent for reasons that entitled him to sick leave the Chairman of Public Works shall be notified

promptly by calling the Chairman or Foreman of Public Works directly or leaving a message on the recording machine at the shop. Failure to notify the Chairman of Public Works may be cause for disciplinary action. A note from a physician may be requested by the Chairman of Public Works for each day of Sick Leave, if such sick day is believed to be an abuse of sick time.

c. Absence from work for illness in excess of authorized days will be deducted from employees' salary.

d. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

e. The Borough may require an employee who has been absent because of illness to be examined by a physician designated by the Union from a list approved by the Borough as a condition of the employee's return to duty, regardless of the three (3) day provision set above, if the Borough believes that the provisions of the sick leave benefit have been deliberately abused.

f. The Employer agrees to comply with the provisions of the Family and Medical Leave Act (FMLA) and the Americans with Disability Act (ADA).

#### ARTICLE 30 – DENTAL PLAN

The Employer shall continue to pay to the LOCAL 210'S HEALTH & INSURANCE FUND the sum of \$33.00 monthly for Dental Benefits for each "Covered Employee" who works any five (5) working days in any given month, including holidays, vacation, jury duty and sick leave.

#### ARTICLE 31 – PROVISIONS APPLICABLE TO ALL FUNDS

a. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary including but not limited to immediate arbitration and suits of law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds Trust Agreement and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditor's fees and interest.

b. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security, as they deem necessary.

#### ARTICLE 32 – POSTING OF HOUSE RULES

The Employer will post the attached "House Rules," a copy of which is hereby provided to the Union for approval. Said "House Rules" shall be binding upon Employees and Employer following Union approval, signified by the signing of this contract.

#### ARTICLE 33 – BEEPER TIME

The beeper shall be rotated among the existing crew of workers on weekends. Employees shall be paid for four (4) hours each day they carry the beeper. In the event of an emergency when an employee is called in to do work by the Chairman of Public Works, he shall receive eight (8) additional hours pay for a call-in.

#### ARTICLE 34 – FUNERAL LEAVE

a. Five (5) working days of leave in the event of death in the immediate family. Immediate family to mean husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandfather, grandmother or sibling. This five-day period commences from the day after notification of death.

b. Allowance of two (2) days will be granted for the death of uncle, aunt, sister-in-law, brother-in-law, niece or nephew.

c. Such leave shall be in addition to vacation leave or sick leave.

d. Proper notice to the Business Administrator is required prior to the exercise of this section for his/her approval.

#### ARTICLE 35 – MILITARY LEAVE

Borough employees who belong to the National Guard or Military Reserve may receive Military Leave with pay for field training and drills as required. This can only be awarded if the employee files a request for military leave fourteen (14) days prior to taking the leave. If there is any compensation received from the branch of service involved, these monies up to the amount paid by the Borough shall be refunded to the Borough.

#### ARTICLE 36 – JURY DUTY

An employee who is called for jury duty shall be granted an excused absence with pay, less any compensation received for such duty during the required period of any duty. Such employee shall notify his department head immediately following receipt of the call, presenting a copy of the notice to the Borough Administrator.

#### ARTICLE 37 – CLOTHING ALLOWANCE

Clothing uniforms shall be supplied and maintained at the Borough's expenses from the borough's choice of vendor. Work boots are to be issued to all public work employees from a vendor appointed by the Borough of Jarnesburg and paid for by voucher not to exceed \$200.00 per pair.

#### ARTICLE 38 – COMPENSATORY TIME

- a. An employee shall have the option of taking compensatory time in lieu of overtime.
- b. Such compensatory time shall be granted upon two weeks notice to the Business Administrator.
- c. Approval shall not be unreasonably denied. Compensatory time shall be taken within three weeks of time earned unless an extension is granted by the Business Administrator.

#### ARTICLE 39 – CERTIFIED PUBLIC WORKS MANAGER

The State of New Jersey requires that each municipality retain a Certified Public Works Manager. The Borough will assume the costs for the designated employee to attend the required courses. The Borough will assume the costs for any courses required for continuing education units.

The employee shall pay the fee for the license itself and any renewal to the license. The employee is required to keep the certification active and a copy of the current license shall be submitted to the municipal clerk for personnel records.

Upon certification, the Certified Public Works Manager shall receive a salary increase of \$500.00 for each class successfully completed.

## HOUSE RULES

### Disciplinary Action

Supervisory heads have a responsibility to discipline employees who do not conduct themselves in the best interest of the Borough and its citizens. The following examples of misconduct, while not exhaustive, are cause for disciplinary action:

1. Neglect of duty
2. Incompetence or inefficiency
3. Insubordination
4. Intoxication
5. Chronic or excessive absenteeism
6. Disorderly or immoral conduct
7. Falsifying documents
8. Conviction of any criminal act
9. Other serious offense

Disciplinary action may consist of verbal warning, written warnings, suspension, or termination. Suspension without pay may be for periods of one (1) day to five (5) days at the discretion of the Department Head or Public Supervisor, subject to arbitration.

Disciplinary action may be initiated by a Supervisor, Department Head, Councilmatic Committee in charge of the employee involved or the Mayor. The chart of the next section "Offenses and Punishments" list behavior requiring disciplinary action and the suggested action to be taken by Supervisors and Department Heads. This list outlines actions for certain offenses and is not meant to be all-inclusive. Copies of all written notices must be filed with the Personal Office. Disciplinary action notices are to remain a permanent part of the employees file, however, an offense after twenty-four (24) months shall not be considered in subsequent investigation into misconduct requiring disciplinary action.

In the commission of each offense, it is the Borough's policy that every day that the offense continues shall count as a separate extenuating circumstance. The employees must immediately report offenses to the Chairman of Public Works.

Disciplinary action must be taken within ten (10) days of the act giving rise to the

complaint or ten (10) days for the Borough's knowledge of the act.

Disciplinary action of more than five (5) days suspension shall take place only after a full Council hearing.

#### Offenses and Punishments

1. Insubordination (refusal to obey reasonable orders, insolence, etc.)
  - a. First Offense: Official written reprimand and/or one to three-day suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second Offense: Four (4) to Five (5) days suspension or removal.
  - c. Third Offense: Removal.
2. Fighting or creating a disturbance among fellow employees resulting in an adverse effect on morale, production, or maintenance of proper discipline:
  - a. First Offense: Official written reprimand and/or one (1) to three (3) days suspension, or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second Offense: Four (4) to five (5) days suspension.
  - c. Third Offense: Removal.
3. Sleeping on duty (where safety of personnel or property is not endangered thereby):
  - a. First Offense: Official written reprimand and/or one (1) to three (3) days suspension.
  - b. Second Offense: One (1) to three (3) days suspension.
  - c. Third Offense: Removal.
4. Intoxication
  - a. Drinking intoxicants or use of narcotics while on duty:
    1. First Offense: Official written reprimand and one (1) to three (3)



- days suspension.
  - 2. Second Offense: Removal.
- b. Intoxicated to a degree, which would make continued presence a menace to safety or production or interfere with discipline or efficiency.
- 5. Absence without leave (any absence from work which has not been approved) or leave used for a purpose other than for which it was requested and granted:
  - a. First Offense: Official written reprimand and or suspension of one (1) to three (3) days, charging absence to leave without pay, or removal if absence exceeds three (3) consecutive days.
  - b. Second Offense: Four (4) to five (5) days suspension charging the absence to leave without pay or removal if absence exceeds three (3) consecutive days.
  - c. Third Offense: Removal.
- 6. False statements, misrepresentation in application blank or form. Apparent oversights and errors where satisfactorily explained may be excused. If misrepresentation was instrumental in gaining appointment; or other entitlements, a one (1) to ten (10) day suspension or removal depending on the employee's record and explanation:
  - a. First Offense: One (1) to ten (10) days suspension or removal.
  - b. Second Offense: Removal.
- 7. Chronic or excessive absenteeism:
  - a. First Offense: Official written reprimand and one (1) to three (3) days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second Offense: Four (4) to ten (10) days suspension or removal.
  - c. Third Offense: Removal.
- 8. Disorderly or immoral conduct on the job, or endangerment of personnel or property.

- a. First Offense: Official written reprimand and one (1) to five (5) days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second offense: Removal.
- 9. Notorious off duty conducts which brings disrepute or which reflects unfavorably on the Borough as an Employer.
  - a. First Offense: Official written reprimand and one (1) to three (3) days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second Offense: Four (4) to ten (10) days suspension or removal.
- 10. Theft, bribery or unauthorized use or possession of Borough property;
  - a. First Offense: Official written reprimand and/or one (1) to ten (10) days suspension if offense is minor. Removal for major offense.
  - b. Second Offense: Removal.
- 11. Gambling on duty:
  - a. First Offense: Official written reprimand and one (1) to three (3) days suspension.
  - b. Second Offense: Four (4) to ten (10) days suspension.
  - c. Third Offense: Removal.
- 12. Careless or negligent failure to observe any written regulation or order prescribed by the Administration. One (1) violation of administrative regulations where safety of persons or property is not endangered thereby:
  - a. First Offense: Official written reprimand and/or one (1) to four (4) days suspension.
  - b. Second Offense: Four (4) to ten (10) days suspension or removal.
  - c. Third Offense: Removal.
- 13. Negligent or intentional damage to public property or waste of public supplies:

- a. First Offense: One (1) to five (5) days suspension or removal.
  - b. Second Offense: Four (4) to ten (10) days suspension or removal.
  - c. Third Offense: Removal.
14. Refusal to testify in a properly authorized inquiry or investigation except where such refusal is based upon the grounds of self-incrimination. Witnesses shall be assured freedom from restraint, interference, coercion discrimination, or refusal in presenting their testimony:
- a. First Offense: One (1) to five (5) days suspension.
  - b. Second Offense: Four (4) to ten (10) days suspension.
  - c. Third Offense: Removal.
15. Discrimination because of race, color, creed, national origin, ancestry, age, marital status, sex, or political affiliation. Use of slanderous or degrading remarks or defamation of character:
- a. First Offense: Official written reprimand and/or one (1) to five (5) days suspension. Removal for major offense.
  - b. Second Offense: Four (4) to ten (10) days suspension or removal.
  - c. Third Offense: Removal.
16. Discrimination in any aspect of employment (example, employment, appraisal, development, advancement treatment of employees or discrimination because of age, political affiliation, marital status, physical handicap or other non-merit factors):
- a. First Offense: Official written reprimand and one (1) to five (5) days suspension if offense if minor. Removal for major offense.
  - b. Second Offense: Four (4) to ten (10) days suspension.
  - c. Third Offense: Removal.


ARTICLE - DURATION


This agreement shall be in full force and effect from January 1, 2002 through December 31, 2005, at which time this contract shall expire.

The new contract negotiated shall be retroactive to the date of expiration of the within contract. The parties agree to start such negotiations sixty (60) days or more prior to the expiration date of the within contract.


THE BOROUGH OF JAMESBURG  
(Employer)

SERVICE, PRODUCTION, MERCHANDISING, WHOLESALE, DISTRIBUTION, CLERICAL & HEALTH RELATED SERVICES, AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES UNION, LOCAL 210, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, CLC

BY:   
ANTHONY LAMANTIA, Mayor  
(Please Print Name)

BY:   
ANGELO MARTIN  
Secretary-Treasurer/  
Principal Officer

ATTEST: ---

BY:   
Gretchen M. Schauer  
Municipal Clerk

BY:   
VIRGINIA HINES  
Recording Secretary/  
Business Agent